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5 Court Appointed Ethics Compliance Monitor and Fee Examiner

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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**
10

11 In re
12 THE LITIGATION PRACTICE GROUP P.C.,
13 Debtor.
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17
18
19

Case No. 8:23-bk-10571-SC

Chapter 11

**REPORT OF FEE EXAMINER NANCY
B. RAPOPORT - [SEPTEMBER 11,
2024]**

Hearing:

Date: September 24, 2024

Time: 10:00 a.m.

Ctrm: 5C

Judge: Hon. Scott C. Clarkson

Place: 411 West Fourth Street
Santa Ana, CA 92701

Attachment A

Report of Fee Examiner Nancy B. Rapoport — [September 11, 2024]

Pursuant to the *Order Appointing a Fee Examiner* dated August 7, 2024 [Docket No. 1489] (the “Appointment Order”), this is my First Report (“First Report”) to this Court.

General Observations

Purpose of a fee examiner. The purpose of using a fee examiner for fee review is to help a bankruptcy court with its duty to determine reasonableness under Section 330 of the Bankruptcy Code. Under 11 U.S.C. § 330, a court may award:

- (A) reasonable compensation for actual, necessary services rendered by the trustee, examiner, ombudsman, professional person, or attorney and by any paraprofessional person employed by any such person; and
- (B) reimbursement for actual, necessary expenses.

In 11 U.S.C. § 330(a)(3), Congress provided guidance on calculating reasonable compensation:

In determining the amount of reasonable compensation to be allowed to an examiner, trustee under chapter 11, or professional person, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including--

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity,

importance, and nature of the problem, issue,
or task addressed;

(E) with respect to a professional person,
whether the person is board certified or
otherwise has demonstrated skill and
experience in the bankruptcy field; and
(F) whether the compensation is reasonable
based on the customary compensation
charged by comparably skilled practitioners in
cases other than cases under this title.

The measure of a fee examiner's worth does not depend on the magnitude of recommended reductions to fees, but on whether the fee examiner has provided sufficient information to enable a court to rule on reasonableness under the Bankruptcy Code's standards. I hope that this First Report will be helpful to this Court and to the professionals in this case.

Purpose and use of Protocol. The professionals whose fees I reviewed pursuant to the Appointment Order continued to provide their supporting data to Legal Decoder and to me in a timely manner, as I had requested in the *Notice to Professionals of Court Order Regarding Professional Fee Review by Court Appoint[ed] Fee Examiner*, dated August 9, 2024 [Docket No. 1498] (the "Protocol"). I provided the professionals in this case with the Protocol as a way for them to understand my process for reviewing their fees and my priorities in reviewing those fees. I engaged Legal Decoder and asked it to automate and expedite the invoice review process and provide to me industry-wide benchmarks to ensure that all fees in this case aligned with the overall market. I requested that Legal Decoder use its technology to prepare

reports that took into account every professional's years of practice, rank, hourly rate, and background information to help me evaluate whether legal professionals handled tasks appropriate to their skill level (again, based on industry benchmarks). After receiving Legal Decoder's reports, I was able to analyze and supplement that information, using it for discussion purposes with the Trustee's professionals.

In my review of professional fees, I followed the *Protocol*. I focused on factors that included:

(i) the individual experience and expertise of each timekeeper; (ii) the time that it took to complete each task relative to industry-wide benchmarks; (iii) how many people worked on the case during a particular month; (iv) whether a task handled by one professional appears to have duplicated the tasks handled by another professional; (v) whether a task was undertaken by the lowest efficient biller; (vi) how efficiently the biller used his or her time; (vii) whether the quality of the work product resulting from those professionals' efforts was commensurate with the fees billed to that work product; (viii) whether expenses were reasonable; (ix) how many individual billers have billed on the case; and (x) how many individual billers have consistently billed in excess of 14 hours a day (not because 14+ hour days are *per se* unreasonable, but because many sequential long days can lead to inefficiencies over time).

When necessary, I worked with professionals to make sure that Legal Decoder and I had all of the information that we needed, such as budget-to-actual comparisons or information on rate increases.

The challenge for any court (and also for any fee examiner appointed to assist a court) is to be able to examine, after the fact, those decisions that the professionals made when they were in the midst of time-pressured and complicated work.

Specific observations about this billing cycle

As is my practice when reviewing professional fees, I asked the professionals for additional details to clarify questionable time entries. I also followed my standard practice of showing representatives of each professional the draft of the section of this First Report relating to that professional's review—before filing this First Report with the Court—in order to ensure that I had stated all of the facts and the amounts of any negotiated reductions accurately. Thus, every professional has had ample opportunity to correct any errors.

I am writing this First Report in two stages: the first part (this one) consists of the data analysis for those professionals who provided Legal Decoder and me with the data in time for Legal Decoder to give me reports by August 31, 2024. In its Order dated September 6, 2024 (Docket No. 1642), the Court clarified that I will not need to review the Ombudsman's or the Debtor's attorneys' fees. I will file a Supplement to the First Report with my analysis of the remaining professionals' fees and expenses, assuming that I get their data in time to turn the Supplemental Report around before the fee application hearing on September 24, 2024.

In order to assist this Court with the fee application hearing, here is a chart summarizing my conclusions:

Professional	Order Appointing / Approving Professional	Conclusions, Including Any Additional Recommended Reductions
Marshack Hays Woods	Docket No. 129, Dec. 22, 2023 (sec. 327 professional)	Other than \$499.00, reasonable when incurred.
Richard Marshack	Docket No. 65, May 8, 2023 (sec. 326 professional)	Fees and expenses were reasonable—no recommended reductions
Omni Agent Solutions	Docket No. 785, Dec. 22, 2023 (sec. 327 professional)	Fees and expenses were reasonable—no recommended reductions.
Dinsmore & Shohl	Docket No. 171, July 5, 2023 (sec. 327 professional)	Fees and expenses were reasonable—no further recommended reductions. ¹
Bicher & Assocs.	Docket No. 155, June 29, 2024 (sec. 327 professional)	Other than \$298.00, reasonable when incurred.
Grobstein Teeple	Docket No. 169, July 3, 2023 (sec. 327 professional)	Fees and expenses were reasonable—no recommended reductions

Here is a summary of the fees and expenses requested to date, of those professionals who sent the data by August 31, 2024:

¹ Dinsmore & Shohl already deducted the Fee Examiner's recommended reductions before filing its First Interim Application; hence, no further reductions are necessary.

	Fee App Doc. No.	Fees requested to date	Expenses requested to date	Total fees and expenses requested to date (before any post-filing reductions)	Negotiated reductions	Total fees and expenses requested to date (after any negotiated reductions)
Marshack Hays Woods	1617	\$1,332,851.00	\$46,897.69	\$1,379,748.69	\$499.00	\$1,379,249.69
Richard Marshack	1616	\$500,547.33	\$1,458.15	\$502,005.48	N/A	\$502,005.48
Omni Agent Solutions	1577	\$826,644.60	\$72,399.12	\$899,043.72	N/A	\$899,043.72
Dinsmore & Shohl	1621	\$4,745,825.25	\$57,379.11	\$4,803,204.36 ²	\$169,460.75	\$4,803,204.36
Bicher & Assocs.	1576	\$70,478.00	\$1,259.27	\$71,737.27	\$298.00	\$71,439.27
Grobstein Teeple	1608	\$307,466.50	\$51.03	\$307,517.53	N/A	\$307,517.53
Totals		\$7,783,812.68	\$179,444.37	\$7,963,257.05	\$169,959.75	\$7,962,460.05

I will now turn to the fee applications.

First Interim Applications	Fees requested in this Interim Fee Application	Proposed reduction / agreed-to voluntary reduction	Opinion as to reasonable fee award	Expenses requested	Proposed reduction	Opinion as to reasonable expenses	Total fees and expenses, if this Court approves the fees and expenses (including any negotiated reductions)
Marshack Hays Wood	\$1,332,851.00	\$499.00	Other than \$499.00, reasonable.	\$46,897.69	None	Reasonable	\$1,379,249.69
Richard Marshack	\$500,547.33	None	Reasonable	\$1,458.15	None	Reasonable	\$502,005.48
Omni Agent Solutions	\$826,644.60	None	Reasonable	\$72,399.12	None	Reasonable	\$899,043.72
Dinsmore & Shohl	\$4,745,825.25	\$169,460.75 ³	Reasonable	\$57,379.11	None	Reasonable	\$4,803,204.36
Bicher & Assocs.	\$70,478.00	\$298.00	Other than \$298.00, reasonable.	\$1,259.27	None	Reasonable	\$71,439.27
Grobstein Teeple	\$307,466.50	None	Reasonable	\$51.03	None	Reasonable	\$ 307,517.53

² Such amount reflects the agreed-to voluntary reduction.

³ This \$169,460.75 was already deducted before filing the fee application; thus, no further deduction is necessary.

One more point before turning to each interim fee application: normally, I would calculate a 20% holdback on the fees because that is the percentage that the Court would set until the final fee applications. In this case, the parties have been discussing a variety of holdback percentages to suggest to the Court, and I believe that the best course of action here is to have them argue the various percentages directly to the Court. Therefore, I have made no holdback calculations, but I would be happy to do so if the Court would like to see those, both for this first set of reviews and for the remaining reviews.

Specific Observations on the Interim Fee Applications

Marshack Hays Wood LLP

First Interim Application of Marshack Hays Wood LLP
[Docket No. 1617]

Interim fees requested in First Interim Application	\$1,332,851.00
Additional agreed-to voluntary reductions	\$499.00
Expenses requested in First Interim Application	\$46,897.69
Voluntary reductions taken by Marshack Hays Wood LLP prior to the fee examiner's review and included in the requested fees	N/A
Total fees (after reductions) and expenses that Marshack Hays Wood LLP wishes this Court to consider at the First Interim Fee Application Hearing	\$1,379,249.69

My review of this interim fee application focused on understanding the division of authority among the various professionals to ensure that the work was being assigned to the lowest efficient biller, certain fees that appeared to be more in the

nature of overhead; some vague entries, and the reason for certain professionals attending certain meetings. I also reviewed the expenses and found no issues there. The firm was able to answer all of my questions, and other than \$499.00, I conclude that the fees and expenses were reasonable and necessary when incurred.

Richard Marshack, Trustee

First Interim Application of Chapter 11 Trustee
[Docket No. 1616]

Interim fees requested in First Interim Application	\$500,547.33
Expenses requested in First Interim Application	\$1,458.15
Voluntary reductions taken by Mr. Marshack prior to the fee examiner's review and included in the requested fees	N/A
Total fees and expenses that Mr. Marshack wishes this Court to consider at the First Interim Fee Application Hearing	\$502,005.48

Because Mr. Marshack is a section 326 professional, rather than a section 327 professional, my review of his fees and expenses was a little different. Although I treated the time entries as if he were a section 327 professional in order to assure myself that he performed the work that he had described in his fee application, and although I asked for certain follow-up information, all of which was provided, I reviewed his fees primarily in the context of what he has achieved for this estate.

Having discussed similarly situated cases with various state regulators and the CFPB, the primary difficulty with closing down a practice without a sale of at least some of the consumer files to a new law firm is that a closed-down practice leaves consumers stranded. In my opinion, the decision to effectuate a sale of many of

LPG's files to Morning Law Group, therefore, not only provided a large number of stranded LPG clients with access to high-quality legal care (or, at least a determination that Morning Law Group could—for various reasons—not help a particular consumer while remaining on the correct side of the law) but also provided an infusion of funds to the estate. Mr. Marshack's decision, and this Court's approval of that decision, was both humane and useful. I also reviewed Mr. Marshack's expenses and found no issues with them. I conclude that Mr. Marshack's fees and expenses were reasonable and necessary.

Omni Agent Solutions

First Interim Application of Omni Agent Solutions
[Docket No. 1577]

Interim fees requested in First Interim Application	\$826,644.60
Expenses requested in First Interim Application	\$72,399.12
Voluntary reductions taken by Omni Agent Solutions prior to the fee examiner's review and included in the requested fees	N/A
Total fees and expenses that Omni Agent Solutions wishes this Court to consider at the First Interim Fee Application Hearing	\$899,043.72

Omni, given its role, had numerous repetitive tasks, none of which raised any red flags. No flags were triggered on the expenses. I conclude that Omni Agent's fees and expenses are reasonable and necessary as incurred.

First Interim Application of Dinsmore & Shohl, LLP⁴
[Docket No. 1621]

Interim fees requested in First Interim Application	\$4,745,825.25
Agreed-to voluntary reductions, taken before filing the First Interim Application ⁵	\$169,460.75
Expenses requested in First Interim Application	\$57,379.11
Voluntary fee reductions taken by Dinsmore & Shohl, taken before filing the First Interim Application	\$223,990.00
Voluntary rate reductions taken by Dinsmore & Shohl, taken before filing the First Interim Application	\$51,000.00
Total fees (after reductions) and expenses that Dinsmore & Shohl wishes this Court to consider at the First Interim Fee Application Hearing	\$4,803,204.36

At the outset, the review found that the firm's fees represent a 35% lower rate structure than comparable firms with substantial bankruptcy experience, adding significant value to the Trustee and the Estate. The rest of the review focused on issues of the use of itinerant billers, the choice of professional for particular tasks (whether the professional was the lowest efficient biller), some vague and block-billed entries, questions about allocation of work between this firm and Marshack Hays Wood, and questions about how some travel time was billed. All of these questions were answered to my satisfaction, and therefore, with the reduction of \$169,460.75

⁴ Note: Dinsmore & Shohl LLP's filed Fee Application also reflects a separately agreed-to voluntary reduction. Before it submitted the fee application to the Fee Examiner, Dinsmore took a rate reduction of approximately \$51,000.00 for Attorneys Celentino, Ghio, and certain other professionals' time, as well as an overall voluntary reduction of \$223,990.00 for all timekeepers; when added to the Fee Examiner's suggested reduction of \$169,460.75, the total Dinsmore reduction is \$444,450.75, or roughly 9% of the fees.

⁵ Such reduction was reflected in the Fee Application filed by Dinsmore & Shohl LLP, Dkt. No. 1621, at p. 2, ll. 3-6, p. 7-ll. 27-28 - p. 8, l. 2, p. 27, A. Summary of Fees, ll. 11-14.

taken after my review and reflected in the filed fee application, I conclude that Dinsmore & Shohl's fees and expenses were reasonable as incurred.

First Interim Application of Robert F. Bicher & Associates
[Docket No. 1576]

Interim fees requested in First Interim Application	\$70,478.00
Additional agreed-to voluntary reductions	\$298.00
Expenses requested in First Interim Application	\$1,259.27
Voluntary reductions taken by Bicher & Associates prior to the fee examiner's review and included in the requested fees	\$7,709.00 ⁶
Interim fees after proposed reductions, plus 100% of expenses	\$71,439.27

My review of this interim fee application focused on understanding the division of authority among the various professionals to ensure that the work was being assigned to the lowest efficient biller, certain fees that appeared to be more in the nature of overhead; certain expenses that appeared to be more in the nature of overhead; some vague entries, and the reason for certain professionals attending certain meetings. The firm was able to answer all of my questions, and other than \$298.00, I conclude that the fees and expenses were reasonable and necessary when incurred.

First Interim Application of Grobstein Teeple
[Docket No. 1608, with a slight modification of language in Docket No. 1611]

Interim fees requested in First Interim Application	\$307,466.50
Expenses requested in First Interim Application	\$51.03

⁶ The Firm discounted its rate for Claims Analysis, at the request of the Trustee, from \$250.00 per hour to \$120.00 per hour (a 52% reduction). The time billed, 59.3 hours, resulted in a savings to the estate of \$7,709.00, approximately 10% of total fees, and a reduction in the average hourly rate for all services provided from \$154.23 per hour to \$139.08 per hour.

Voluntary reductions taken by Grobstein Teeple prior to the fee examiner's review and included in the requested fees	N/A
Total fees and expenses that Grobstein Teeple wishes this Court to consider at the First Interim Fee Application Hearing	\$307,517.53

My review of this interim fee application focused on some vague entries and the reason for certain professionals attending certain meetings. The firm was able to answer all of my questions, and I conclude that the fees and expenses were reasonable and necessary when incurred.


Conclusion

In closing, I wish to express my appreciation to all of those professionals who provided information in a timely manner and who cooperated in helping me better understand their fee applications.

I will appear at the hearing on the pending interim fee applications to answer questions from the Court. To the extent that additional pleadings related to these fee applications are filed after this First Report has been docketed (and after I get the data analysis for the two other fee applications – the two applications for which Legal Decoder and I did not receive the data as quickly), I will supplement this Report.

Date: September 11, 2024
Las Vegas, Nevada

Respectfully submitted:


Nancy B. Rapoport
Fee Examiner

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document: **REPORT OF FEE EXAMINER NANCY B. RAPOPORT - [SEPTEMBER 11, 2024]**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 12, 2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On September 12, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

YCIR Inc.
Hector Ocegueda
535 S Barranca St #4
Covina, CA 91723

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 12, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

JUDGE'S COPY - VIA FEDEX

The Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 12, 2024
Date

Caron Burke
Printed Name

/s/ Caron Burke
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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